



**REQUEST
FOR
STATEMENT OF QUALIFICATIONS
RSOQ: 2016-02**

**Professional Services
For
Airport Master Plan Update with an Aeronautical Survey
FAA AIP Project Number: 3-04-0015-39**

August 25, 2015

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I. PUBLIC NOTICE

City of Flagstaff

NOTICE of REQUEST for STATEMENT of QUALIFICATIONS (RSOQ #2016-02): AIRPORT MASTER PLAN UPDATE WITH AN AERONAUTICAL SURVEY FAA AIP GRANT NUMBER 3-04-0015-39

The City of Flagstaff is seeking Statements of Qualifications (SOQ's) for Professional Services to develop an Airport Master Plan (AMP) and Aeronautical Survey with complete Field Data Collection and Geographic Information System (GIS) component for Flagstaff Pulliam Airport.

This project is funded in part by the U.S. Department of Transportation, Federal Aviation Administration, Airport Improvement Program, Grant Number 3-04-0015-39

This project is located at the Flagstaff Pulliam Airport, 6200 S. Pulliam Drive, Suite 204 of the City of Flagstaff, Arizona.

SCHEDULE OF STATEMENT DEADLINES

Post on City Website	August 25th, 2015
Advertise for Services	August 30th and September 6th, 2015
Pre-Statement Meeting	September 15th at 1:30 p.m., 2015 <u>Council Conference Room, Flagstaff City Hall (first floor)</u> <u>211 West Aspen Avenue</u> <u>Flagstaff, Arizona</u>
Last Day for Questions Statements Due	September 21st, 2015 October 1st, 2015
Anticipated Award of Contract	November 10th, 2015

Statements must be clearly addressed and delivered to:

Sealed Statements may be **mailed** to: City of Flagstaff Purchasing Department, Attn: Damian Gallegos Procurement Specialist, 211 West Aspen Avenue, Flagstaff AZ. 86001, or may be **hand delivered** to: City of Flagstaff Purchasing Department, Attn: Damian Gallegos Procurement Specialist, 211 West Aspen Avenue, Flagstaff AZ., with the understanding that materials must be in hand by **3:00 p.m. October 1, 2015**. All Statements must be labeled with RSOQ Title and Number. Sealed packets must also identify the name of the company or individual submitting the Statements. **Statements received after that time and date will be considered non-responsive and will be returned unopened.**

Complete information packets are available for download from: <http://flagstaff.az.gov/bids.aspx>. Request for Statement of Qualifications packages may also be obtained at the office of City of Flagstaff Purchasing Department, 211 W. Aspen Ave., Flagstaff, AZ 86001, or by calling Damian Gallegos, Procurement Specialist at 928-213-2279.

The City of Flagstaff reserves the right to reject any or all Statements, to waive or decline to waive irregularities in any Statement, or to withhold the award for any reason it may determine.

Published **August 30th** and **September 6th, 2015** in the Arizona Daily Sun

II. INSTRUCTIONS TO PROPOSERS

GENERAL

All Statements should follow the format and sequence described in the paragraphs below; this will allow a standard basis for evaluation by a designated Evaluation Committee. Failure to follow the instructions regarding format may result in rejection of the Statement.

For the purposes of this request for SOQ's, the City of Flagstaff is hereinafter referred to as 'the City'.

CONTENT OF STATEMENT

Responses must be in the form of a Statement of Qualifications (SOQ), as outlined herein and as allowed by A.R.S. Section 34-603(C). Submittals must be clear and concise, organized as indicated in the outline in Part III and with all identified sections included. If, in the judgment of the City, a SOQ does not conform to the format specified herein or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

Interested firms are required to submit information relative to their qualifications, experience and ability to meet the work's goals and objectives and other listed criteria. All requested information regarding firm members and key personnel to be assigned to this project must be provided. The Statement should display clearly and accurately the experience, knowledge, and capability of the Proposer to meet the requirements of this SOQ. **Five (5) copies and one (1) original of the Statement are required.**

The Statement should be fully self-contained, with all addenda, and should follow the format outlined in Part IV of this SOQ. Presentations within the Statement should reflect consideration for the specific evaluation criteria included at the conclusion of Part III of this SOQ.

PRE-STATEMENT MEETING

A pre-statement conference will be scheduled for **September 15, 2015 at 1:30 PM** at City Hall – in the Council Conference Room located at 211 W. Aspen Avenue in Flagstaff. The purpose of the conference is to afford interested firms the opportunity of inquiring as to the specifics of this contract. Appropriate representatives from the City of Flagstaff will be present. Attendance is not mandatory; however no minutes will be published.

DELIVERY OF STATEMENTS

Sealed Statements may be **mailed** to: City of Flagstaff Purchasing Department, Attn: Damian Gallegos Procurement Specialist, 211 West Aspen Avenue, Flagstaff AZ. 86001, or may be **hand delivered** to: City of Flagstaff Purchasing Department, Attn: Damian Gallegos, Procurement Specialist, 211 West Aspen Avenue, Flagstaff AZ., with the understanding that materials must be in hand by **3:00 p.m. October 1, 2015**. All Statements must be labeled with RSOQ Number and Title. **Statements received after that time and date will be considered non-responsive and will be returned unopened.**

No electronically transmitted Statements or electronically transmitted modifications of Statements will be considered. Statements received after the designated submittal deadline will be considered non-responsive and will be returned unopened.

INTERVIEWS

Selected Proposers/Teams may be required to participate in an interview, pursuant to A.R.S. Section 34-603(C)(2)(c)(i). If the city conducts interviews, each Proposer/Team must be represented by their team leader and other key personnel with whom the City will be directly conducting the day-to-day business of the Project.

If conducted, interviews will be forty-five (45) minutes in duration, which includes a mandatory formal presentation, limited to twenty (20) minutes in duration. The remainder of the interview period will be dedicated to discussion of project specific criteria and response to questions from the Selection Committee.

INTERVIEW INSTRUCTIONS:

A specific schedule and additional instructions for the City's discretionary interview will be provided to each firm selected for an interview.

Form of Agreement: The City will prepare an Agreement for Services to be used in connection with the Project. A review copy will be provided to each firm listed for interviews prior to the time set for their interview or to the top ranked firm if no interviews are conducted. At the time of the interview, each firm will be required to provide a written statement of concurrence with the terms and conditions of the Agreement or a written statement of any specific exception(s) to the terms and conditions of the Agreement. Exceptions may be considered in scoring under appropriate criteria.

Interview Ranking and Team Selection (if conducted):

Following interviews with the listed Proposers/Teams, the Selection Committee will rank the Proposers/Teams. Final ranking criteria will be:

	Maximum Achievable Points
SOQ Score Points	100
Team Presentation	25
Response to Interview Questions	25
Total Available Points	150

Following the evaluation process the Selection Committee will select a Final List of three Teams (or as otherwise allowed by law) deemed most qualified to provide the services, ranked in order of preference based on the SOQ evaluation and/or the interview evaluation. The City will proceed to negotiate an Agreement with the highest ranked Final List firm, or will terminate the solicitation. If the City is unable to negotiate a satisfactory Agreement with the highest ranked firm, with terms and conditions the City determines to be fair and reasonable, negotiations with that firm will be formally terminated. The City will then undertake negotiations with the next most qualified Final List firm in sequence, until an Agreement is reached or a determination is made to reject all SOQs and terminate the solicitation.

EVALUATION CRITERIA and BASIS FOR AWARD

The Evaluation Committee as established by the City will determine a recommendation for award. The qualifying criteria included in Part III will be used as the basis of this recommendation. The City will then negotiate with the selected firm for fee compensation that is determined to be fair and reasonable based on final agreed upon scope. Award of contract(s) will be contingent upon mutually agreeable fee/scope of services negotiations.

FORM AND EXECUTION OF CONTRACT

The firm to which the City awards a contract shall, within ten (10) days after receipt of Notice of Award, sign and deliver signed copies of the contract as well as certificates evidencing the required insurance coverage to the City. All policies of insurance shall be reviewed and approved by the City before the successful Proposer may proceed with the services.

DELIVERY OF MATERIALS

The firm to which the City awards a contract shall, within 10 days after receipt of Notice of Award, sign and deliver signed copies of the contract as well as certificates evidencing the required insurance coverages. Minimum insurance coverages shall be as specified in Attachment B. All policies of insurance shall be reviewed and approved by the City before the successful Proposer may proceed with the services.

INTERPRETATION OF REQUESTS FOR SOQ BEFORE STATEMENT SUBMISSION

Proposers who desire further clarification of the Program Scope, conditions or requirements may attend the Pre-Statement Meeting, scheduled as shown in the Public Notice, with the City's designated Program Manager. Requests for individual meetings prior to the statement due date will not be granted. Specific

questions, prior to the Pre-Statement Meeting may be submitted in writing to City of Flagstaff Purchasing Department, Attn: Damian Gallegos Procurement Specialist, 211 West Aspen Avenue, Flagstaff AZ. 86001 or emailed dgallegos@flagstaffaz.gov at least 3 business days prior to the Pre-Statement meeting and all submitted questions will be addressed at the Pre-Statement Meeting and included in a subsequent addendum that will be posted to the City's website under "Bid Opportunities" All questions should include the name and contact information of the agency/firm submitting the question(s).

EXAMINATION OF EXISTING CONDITIONS

Each Proposer is fully responsible for, or accepts the consequences of waiving the responsibility for, visiting the City and becoming familiar with existing conditions and limitations under which the contracted services are to be performed, prior to submitting a Statement.

NON-DISCLOSURE OF DATA, REGULATIONS and OBLIGATIONS

Statements in response to this SOQ may contain data that the Proposer does not wish to have disclosed for any purpose other than evaluation of the Statement. If so, the Proposer must clearly identify those pages of the Statement that are to be restricted. The City assumes no liability for disclosure or use of unmarked data. Unless identified, information submitted in response to this Request for SOQ may be disclosed pursuant to the Arizona Public Records Law.

Should this SOQ result in a contract, the terms, clauses, and conditions required by City of Flagstaff procurement regulations shall apply to the contract.

This Request for SOQ does not obligate the City to pay any costs incurred in the preparation and/or submission of any Statements or any subsequent presentations or interviews, nor to enter into a contract with any of the Proposers.

III. ADDITIONAL INFORMATION

INSTRUCTIONS

The City of Flagstaff shall not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of an addendum to the Statement of Qualifications. The addendum will be transmitted to all registered Request for Qualifications document-holders.

CITY RIGHTS

The City of Flagstaff reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

RELEASE OF PROGRAM INFORMATION

The City of Flagstaff shall provide the release of all public information concerning the program, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from the City of Flagstaff.

CONTACT WITH CITY EMPLOYEES AND CONSULTANTS

All persons and/or firms that are interested in this program (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This includes but is not limited to the evaluation panel, the City Manager, Assistant City Manager(s), Deputy City Manager(s), Department Directors or other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified in Section II.

CONTACT WITH ELECTED OFFICIALS (MAYOR, CITY COUNCIL)

Any contact pertaining to this selection process with elected officials must be scheduled, in person, through the Flagstaff City Clerk's Office, 211 W. Aspen Avenue, Flagstaff AZ 86001, and are posted by the City Clerk at least twenty-four (24) hours prior to the scheduled meeting. The Clerk's posting shall include and detail the participants and the subject matter, and shall invite the public to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted. Copies of contacts made by letter, facsimile, e-mail, or other written method shall be made available to the public, press, and all submitting firms.

RESERVATION OF RIGHTS

There shall be no express or implied intent to contract until expressly stated in writing by City, an award is made, and all conditions stated herein are satisfied. The City reserves the right to reject any or all SOQs, or to withhold the award for any reason it may elect, and to waive or decline to waive irregularities in any proposal.

IV. SCOPE OF SERVICES

Project Description:

The City of Flagstaff (City) is seeking a qualified firm to develop an Airport Master Plan (AMP) Update with an Aeronautical Survey with complete Field Data Collection and Airports Geographic Information System (GIS) component for Flagstaff Pulliam Airport, which will provide a framework for the future growth of the operation and development of the airport.

Program Objectives:

To develop an innovative AMP and Aeronautical Survey (Field Data Collection & Geographical Information System Standards) for the Flagstaff Pulliam Airport that will evaluate and meet the current and future needs of the Airport and Community.

Background:

The City strives to create and foster a culture of continuous improvement throughout the organization. Through the development of a AMP the City seeks to ensure the integrity of the economic viability, operational efficiency, social and financial responsibility of the airport. The AMP will guide the City in planning and meeting the Regional Goals and requirements currently and in the future.

Scope of Work:

This project is to prepare an innovative AMP and Aeronautical Survey to be utilized at the Flagstaff Pulliam Airport. The plan will be tailored to the local and regional needs and goals. The AMP is to be developed in a manner to maximize the economic viability, operational efficiency, social responsibility of the airport.

Work associated with this plan is unique and the level of creativity and the specific approach that will be taken by the Proposer should be adequately detailed to demonstrate a full understanding of the goals and challenges associated with the project. The proposals should be specific, but not limited to: the U.S. Department of Transportation Federal Aviation Administration required contents of a AMP with –Aeronautical Survey (FAA A/C 150/5070-6B) (FAA A/C 150/5100-14E) (FAA A/C150/5300-18B) which include a description of an overall strategy and process to be used for developing a AMP and Aeronautical Survey.

This project is subject to all applicable Federal Provisions. The prospective consultants are advised that applied overhead rates must conform to the cost principals established within Federal Regulations 48 CFR Part 31, Contract Cost Principles and Procedures. The successful firm will be required to submit a copy of their current overhead rate audit certification.

The intent of this project is to build upon previous AMP and work and to integrate the Sustainability Master Plan (SMP) into the planning process.

The project will adhere to all Federal Aviation Administration regulations, policies and procedures. The project should be completed in 24 months from Notice to Proceed date.

Qualifications:

Consideration will be given to Proposers who meet the following minimum qualifications:

- a) Prior experience in developing a Airport Master Plan and Aeronautical Survey.
- b) Prior consulting experience this project that includes knowledge of general aviation airport operations, commercial air service operations, planning and development.
- c) Management team with strong experience related to this type of project.
- d) Capability to complete project without having cost escalations or overruns.
- e) Proven creativity and innovation used in similar projects.
- f) Demonstrated knowledge and understanding of the uniqueness of Flagstaff, Northern Arizona and the Flagstaff Airport.
- g) Community outreach plan.

V. STATEMENT OF QUALIFICATIONS ORGANIZATION AND FORMAT

The Evaluation Committee will evaluate firms submitting responses to this request for SOQ's based on the information provided in the Statements of Qualifications (SOQ) and interviews as necessary. To allow for a standard basis of evaluation, all SOQ's are requested to follow a similar format. SOQ's shall not exceed **ten (10) pages total** in length excluding title, front and back cover pages, transmittal letter, section dividers, addenda and the required forms. Total allowable pages shall be double-sided 8 ½" x 11" with the exception of one page of an 11" x 17" fold-out. SOQ's should be organized with tabbed sections/dividers (excluded from page count) as follows:

Cover:

The cover should contain the following relevant data as a minimum:

- Statement indicating response to: **Airport Master Plan Update With An Aeronautical Survey**
- **RSOQ #2016-02**
- Submittal date
- Company name (and logo if desired)
- Other information/graphics as desired

Title Page:

Include Firm's name, address, e-mail/website address(es), phone and FAX numbers and name(s) of principals.

Transmittal Letter (One page maximum):

Provide a transmittal letter on the Proposer's company letterhead identifying the Proposer and include an expression of the firm's interest in being selected. Briefly summarize the Proposer's background and any distinguishing qualities or capabilities that uniquely qualify the Proposer for this project.

Identify and introduce the key team members, their length of experience in their respective industry and their time with their current companies. Confirm the availability of the key personnel identified in the SOQ. Specifically state that all contents are true, accurate and complete to the best of the signer's knowledge and that reasonable diligence has been exercised in the preparation of the SOQ.

Specifically state that no exceptions are taken to the contents of the RSOQ and/or the Agreement for Airport Master Plan With Aeronautical Survey (*draft attached for reference*). If an exception is taken, identify the RSOQ item(s) to which exception is taken and explain the exception.

Note: *Exceptions taken may render an SOQ non-responsive or exceptions taken may be considered in scoring the SOQ under relevant scoring criteria.*

EVALUATION CRITERIA:

EVALUATION AND EVALUATION CRITERIA

The successful Proposer should possess a high level of experience in similar airport master plans and aeronautical surveys involving all levels of field data collection and geographic information system (GIS) components and will present a management team with experience similar in nature to this project. Proposals will be evaluated on the following criteria:

- a) Demonstrated ability to satisfactorily complete, in a timely manner, the requested Airport Master Plan With Aeronautical Survey.
- b) The Proposer's approach to the project.

- i) The description and level of detail that demonstrates the Proposer understands the goals of this project and the unique aspects and challenges for developing an Airport Master Plan With Aeronautical Survey.
- ii) Level of innovation and creativity that will be used to prepare the Plan that maximizes stakeholder involvement.
- iii) Presented approach to developing a comprehensive Airport master Plan With Aeronautical Survey.

A. Qualifications and Expertise of Firms

(Maximum 30 points)

This section requests information demonstrating the qualifications, expertise and physical proximity of the firm. Please provide the following information:

1. Firms' Team Composition:

Present the team composition and describe the following information:

- a. Identify all members on your firms' team. Include the main office and branch office locations (if applicable). Identify any proposed subcontractors.
- b. Discuss the applicable expertise that your team will provide for the work.
- c. Identify the responsible representative and key personnel who will be assigned to this work.
- d. List any professional licenses and certifications held by the team. Include license numbers and note whether licenses are held by the firm or individuals. .

2. Organizational Chart:

Provide an organizational chart of the proposed team, key personnel and a very brief description of the respective roles that each will provide. Present what you see as the City/firm coordination relationship.

3. Similar Work Experience of the Team:

Firms are asked to discuss in detail, verifiable technical and practical knowledge in developing an Airport Master Plan With Aeronautical Survey. Please include relevant experience with a municipality or other governmental agency. Present applicable education, certifications and experience of the key personnel who will be assigned to this work.

4. References:

Present a minimum of two references (include specific contact information) to whom you have provided an Airport Master Plan With Aeronautical Survey. Preference will be for references from a municipal, county, state and/or quasi-governmental body. References should be within the last 3 to 5 years.

Present and discuss any litigation or pending litigation within the past three years and the outcome of each.

5. SOQ Quality:

The quality, overall organization and comprehensiveness of the SOQ will be assessed.

B. Knowledge and Experience

(Maximum 30 Points)

It is important to the success of the work that the team hired by the City be familiar with local community needs, standards, historical challenges, local codes and site conditions.

1. Proposer shall provide detailed information regarding your company's qualifications, experience and expertise with an Airport Master Plan with Aeronautical Survey.

2. Demonstrate the responsible person in charge has the necessary knowledge in putting together an Airport Master Plan with Aeronautical Survey by specifying in the submittal their specific relevant experience.

C. Presented Approach
 (Maximum 40 Points)

1. Prepare a detailed Presented Approach to the Scope of Work, which specifically describes the methodology you will implement for providing an Airport Master Plan with Aeronautical Survey to the City.
2. This section should confirm the Proposer’s understanding of the RFP. Proposer should clearly outline the recommended approach of the organization in meeting the responsibilities and requirements of each of the services and activities, as well as your proposed timeline to complete the Airport Master Plan with Aeronautical Survey.
3. Proposer shall clearly distinguish tasks that Proposer will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction shall mean Proposer is fully assuming responsibility for all tasks.

VI. EVALUATION AND SELECTION PROCESS

Overview

This is a qualifications-based selection process as authorized by ARS Section 34-603. The initial activity will involve an evaluation and scoring of each Proposer’s qualifications and relevant experience, as indicated in its SOQ. A single final list of a minimum of three and a maximum of five firms, or as otherwise allowed by law, will be prepared pursuant to A.R.S. Section 34-603(C)(2)(b).

If interviews are elected to be conducted by the City, the selection committee will rank three firms in order of preference to generate a Final List per A.R.S. Section 34-603(C)(1)(a) or as may be allowed by A.R.S. Section 34-603(C)(2)(c)(i-iii).

The City may request a “Best and Final” offer from the top three ranked firms or negotiations may commence with the highest ranked firm on the final list and will proceed as set forth therein; or the solicitation may be cancelled.

Qualification for Evaluation

To qualify for evaluation, the SOQ must have been submitted on time and materially satisfy all requirements identified in this document.

RSOQ Evaluation and Ranking Process

The City intends to award a Contract to the most qualified firm based on demonstrated competence and qualifications. SOQ submittals that are responsive to the requirements of this RSOQ will be evaluated by the Selection Committee and awarded points for each stated criteria item as follows:

	Maximum Achievable Points
Qualifications & Expertise of the Firm	30
Knowledge & Experience	30
Presented Approach	40
Total Available Points	100

ATTACHMENT A
NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

_____, affiant,

states that I am the _____
(Title)

of _____
(Contractor/Proposer)

and I am authorized to make this affidavit on behalf of my firm, and its City's, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid has been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

(Title)

Subscribed and sworn to before me

this _____ day of _____, 2015

Signature of Notary Public

ATTACHMENT B

CONTRACT FOR AIRPORT MASTER PLAN UPDATE WITH an AERONAUTICAL SURVEY Contract No. 2016-02

This Contract is entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and _____ ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

SERVICES

Scope of Work: Contractor shall provide the professional services generally described as follows:

Airport Master Plan Update With an Aeronautical Survey

and as more specifically described in the scope of work attached hereto as **Exhibit A**.

Schedule of Services: Contractor shall perform all work pursuant to the schedule set forth in **Exhibit A**.

Key Personnel: Contractor's Key Personnel and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel.

Subcontractors: Contractor's subcontractors for this Contract are listed in **Exhibit B**.

Grants Provisions: The Grants Provisions attached hereto as **Exhibit C** are hereby incorporated by reference in their entirety.

CITY RESPONSIBILITIES

City Representative: The City Representative is _____, _____, or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and shall be completed on or before _____, _____ and consistent with the Schedule of Services. The term of this Contract is for an initial three (3) year term.

Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

PAYMENT

Compensation: Contractor shall be paid for all satisfactory performance of the work, in accordance with the Price Schedule attached hereto as Exhibit A. Except as expressly otherwise provided for and itemized in the Price Schedule, payment to Contractor shall be in full compensation for all of Contractor's work, and Contractor will not be entitled to reimbursement for any additional expenses, direct or indirect costs.

Price Adjustment: If price adjustments are permitted (see Exhibit A), any price adjustment must be approved by the City in writing, pursuant to a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion City's work product for the benefit of Contractor or any third parties without City's prior written consent.

Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies of all City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

Insurance: Contractor shall meet insurance requirements of the City, set forth in **Exhibit D.**

MISCELLANEOUS

Notice. Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

To Contractor:

City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
_____@flagstaffaz.gov

With a copy to:

With a copy to:

Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20__